12. Accept and authorize the Chairman to execute the Certificate of Completion for FC-1168-01/BJC –Markham Regional Water Treatment Plant with Wharton-Smith Inc., Lake Monroe (Certificate of Completion).

FC-1168-01/BJC provided for all labor materials, equipment, coordination and incidentals necessary for the construction of the new Markham Regional Water Treatment Plant. The project included an operations building, ground storage tank, high service pumps, chemical feed pumps, emergency generators, electrical and control/instrumentation systems, yard piping and meters, and off-site potable water transmission mains. As of March 22, 2004, all work and documentation has been satisfactorily completed.

Environmental Services/PEI and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the acceptance of this project and authorize the Chairman to execute the Certificate of Completion.

# F 12

### **CONTRACTOR'S WAIVER OF LIEN (Final and Complete)**

Copy of Affidavit To Be Presented With CONTRACTOR's Request for Final Payment

STATE OF <u>FLORIDA</u>	COUNTY OF <u>SEMINOLE</u>	
George E. Smith President (Title)	Being duly sworn according to law, deposes and says that he is the of Wharton-Smith, Inc., CONTRACTOR in a Contract entered into	
between the CONTRACTOR and COUNTY fo to and does make this affidavit in behalf of sa		
The affiant further deposes and says:	ila Contractor.	
	ccordance with the terms of the Contract Documents; the CONTRACTOR CONTRACTOR and his subcontractors have purchased all Materials and erformance of the Work.	
fixtures or materials or any one or all of th	ics, manufacurers and subcontractors who have furnished services, labor, ese items have been satisfied and paid in full for the Work performed, nat the CONTRACTOR is not indebted to any person or laborer or Materials unt whatsoever.	
	any nature, contractual or otherwise, or for any personal injury, death or with the performance of the Work that might be the basis of any claim, suit, t either the COUNTY or the CONTRACTORS.	
4. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.		
	ducing the COUNTY to make Final Payment, and acceptance of such Final COUNTY from any further liability under the Contract Documents.	
	WHARTON-SMITH, INC.  George E. Smith  President	
STATE OF FLORIDA )		
COUNTY OF SEMINOLE )		
The foregoing instrument was acknowledged before me this10 th day of March, 2004 by as identification.		
	Notary Public in and for the County and State Aforementioned	
	My commission expires:	
CONTRACTOR'S WAIVER OF LIEN (Final and Col 11/25/97	nplete)  LISA PREJEAN  App. Q-1  Notary Public, State of Florida  My comm. exp. Aug. 18, 2006	

Comm. No. DD 143130

AUG-29-2003 FRI 10:06 AM WHARTON SMITH ATG

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WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*\*2,275.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

> 1945 Orange Blvd Sanford, FL

DATED: 8/29/03

Company: A-Aabot Fence, Inc. Address: 7225 Sandscove Ct.

Winter Park, FL 32792

Signature/Title

STATE OF FLORIDA

COUNTY OF ORANGE\_

Personally appeared before me, this 29 day of August, 2003 CARLO RUTICLIANO who is being duly sworn on oath says that MEDSHE IS PLESICENT OF A-AAGOT FENCE, INC. and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.

Check # 154754

Notary Public

TINA M. DORO MY COMMISSION # DD 216099

Notary Seal

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

### WHARTON-SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747

#### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned lienor, in consideration of the final payment in the amount of \$1,538.30 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to WHARTON-SMITH, INC. on the job of Seminole County to the following described property:

Markham WTP (#01-051) 1945 Orange Blvd., Sanford, FL

Dated on June 13, 2003

ACOUSTI ENGINEERING CO OF FLORIDA

4656 34<sup>th</sup> St. S.W. Orlando, FL 32811

Signature:

Bruce T. Reichard Branch Manager

State of FLORIDA County of ORANGE

Personally appeared before me, this 13<sup>th</sup> day of June, 2003 Bruce T. Reichard who is being duly sworn on oath that he is Branch Manager of Acousti Engineering and that he hereby acknowledges the execution of the foregoing instrument for and on special instance and request.

Notary Signature The Ma

Sherify Fraterrigo

Check No. 152186

SHERRY FRATERRIGO Notary Public, State of Florida My Comm. Expires Sept. 2, 2005

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statues (1986). Effective October 1 1996, a person may not require a lienor to furnish a waiver or release of lienable is different with the statutory form.

JUN 1 6 2003

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### WHARTON-SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELEPHONE (407) 321-8410 FAX NO. (407) 320-1776

#### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned lienor, in consideration of the sum of \$ 3869.68, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished WHARTON-SMITH, INC and TOTAL INSTALLATIONS on the job of SEMINOLE COUNTY-MARKHAM REGIONAL WATER TREATMENT to the following property:

> 1945 ORANGE BLVD, SANFORD, FLÓRIDA WHARTON-SMITH, INC. JOB NO. 01-051

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED 6-2-2003
Company Name: A.G. MAURO CO.
Address: 1105 SAND POND RD
LAKE MARY, FL 32746
BY ////////
SIGNATURE/TITLE
Printed Name: RICHARD P. MILES, C.F.O.
STATE OF FLORIDA
COUNTY OF SEMINOLE
Personally appeared before me, this 2nd day of JUNE, 2003
RICHARD P. MILES who is being duly sworn on oath says that he KKe is CHIEF FINANCIAL OFFICE of THE A.G. MAURO CO. OF FLORIDA and that he KKE
CHIEF FINANCIAL OFFICE of THE A.G. MAURO CO. OF FLORIDA and that he
hereby acknowledges the execution of the foregoing instrument for and on special instance and request.
/ aux a could.
Mary Jo Caroselli NOTARY PUBLIC
My Commission DD088776  Expires March 15, 2006
・OFR LAPINGS INGICAL 15, ZUUD

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

JUN 0 3 2003

WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*\*\*\*497.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

1945 Orange Blvd	
Sanford, FL	
DATED: 6/3/03 Company: American Roll Up Door-Orlan Address: 10501 Rocket Blvd. Orlando, FL 32824	ndo
Ву:	<u></u>
Signature/Title	
Bill (veen)	
STATE OF Monda (Printed Name)	
COUNTY OF Orange:	
Personally appeared before me this day of , 2003	
who is being duly sworn on oath says to	that 
and that he/she hereby acknowledges the execution of the foregoing	
instrument for and on special instance and request.	
	-050 <del>-0</del> 00
Notary Public  LISA M. MAAG  MY COMMISSION # DD 108731  EXPIRES: April 28, 2006  Bonded Thru Notary Public Underwriters	
JUN 19 2	ດທວ
Notary Seal All Artrans	
INDUCTED SELECTION OF THE PROPERTY OF THE PROP	COM BERN

NOTE: This is a statutory form prescribed by Section 713.20, Elbrida (1) Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

WHARTON - SMITH, INC.
P.O. BOX 471028
LAKE MONROE, FL 32747
TELE (407) 321-8410 FAX (407) 320-1776

### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*16,298.14 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (\$01-051) to the following property:

1945 Orange Blvd Sanford, FL

DATED: 6/23/03

Company: Blue Water Landscape & Irrigat

Address: P.O. Box 940593 Maitland, FL\_32794

Bus

Signature/Title

(Printed Name)

STATE OF

COUNTY OF Show (

Rersonally appeared before me, this 230 day of the , 2003

Nortes C. Lopen's who is being duly sworn on oath says that he/she is trailed of the Unsectants per Like and that he/she hereby acknowledges the execution of the foregoing

instrument for and on special instance and request.

Notaby Public

Check # 152430

Notary Seal

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

JENNIFER L. CHEFFER MY COMMISSION # DD 129083 EXPIRES: July 15, 2006

P. 03/03 NO NT

WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

#### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*\*1,719.32 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

> 1945 Orange Blvd Sanford, FL

Company: Buena Vista Fire Protectn Inc

Address: PO Box 570241

Orlando, FL 32857

(Printed Name)

STATE OF FLORIDA

Personally appeared before me, this

VILLAM J Wiltern who is being duly sworn on oath says that he/she is fressor of Duralism Frest Ro. We

and that he/she hereby acknowledges the execution of the foregoing

instrument No MARION Honespecial instance and request.

MI EUTON AVE SET 18 200 /

Check # 150726

Notary Pulcomine No. CC902864

Notary Seal

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

DATED 623 2003

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# WHARTON-SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELEPHONE (407) 321-8410 FAX NO. (407) 320 -1776

### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned lienor, in consideration of the sum of \$ 0.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished WHARTON-SMITH, INC on the job of SEMINOLE COUNTY-MARKHAM REGIONAL WATER TREATMENT to the following property:

### 1945 ORANGE BLVD, SANFORD, FLORIDA WHARTON-SMITH, INC. JOB NO. 01-051

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

Company Name: CONRAD YELVINGTON
Address: 10 Box 11637

BY MULL 32120

BY MULL ASST CR MOR

Printed Name: JACQUELINE 1 LUFFINO

STATE OF FORIOA

COUNTY OF VOLUS (A

Personally appeared before me, this 23 day of 1101, 2003

JACQUELINE 1. ROFF IND who is being duly sworn on dath says that he/she is 1200 ASST CR MORE of CONRAD YOUNG NOTET., INC and that he she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.

CAPMEN SUTION NOTARY PUBLIC

NOTARY PUBLIC

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

My Comm. Exp. Sept. 17, 2004

JUN 2 6 2003 WHARIUM SIAITH

100 (12.10)

WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*52,197.41 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (\$01-051) to the following property:

1945 Orange Blvd Sanford, FL

ALIE TO A	0) 5 1 11 11
30 44	Sharon E. Lottinville
	MY COMMISSION # DD046484 EXPIRES
· · · · · · · · · · · · · · · · · · ·	August 29, 2005
OF FLOR	BONDED THRU TROY FAIN INSURANCE, INC.

DATED: July 28, 2003

Company: Crom Corporation Address: 250 S.W. 36th Terrace

Gainesville, FI, 32607

Βv

Signature/Title Richard L Bice

Vice President/Project Manager

(Printed Name)

STATE OF	Florida
COUNTY O	F Alachua

Personally appeared before me, this 28 day of July , 2003

Richard L Bice who is being duly sworn on oath says that he/she is Vice President/Proj Mgt of The Crom Corporation and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.

Notary Public Sharon E Lottinville

Check # 153551

Notary Seal

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

### WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

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# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*10,000.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

1945 Orange Blvd Sanford, FL Company: Cummins SE Power Inc. DATED: May 9, 2003 Address: P.O. Box 550953 Tampa, FL 33655-0953 Signature/Title Billie Don Flynn, Corporate Credit Manager (Printed Name) STATE OF Florida COUNTY OF Hillsborough Personally appeared before me, this 9th day of May , 2003 Billie Don Flynn who is being duly sworn on oath says that he/she is Corporate Credit Manager of Cummins Southeastern Power, Inc and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request. Check # 150952 Cassie Wells Notary Public Notary Public-State of Florida Commission # DD118663 Expires July 17, 2006 1 6 2003

Notary Seal

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

4073201776

=> CORPORATE

TEL=813 621 8250

05/09'03 09:50

FAX NO. 4073201778

P. 01/03

PAGE 2/2 P. 03/03

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WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount \*\*\*\*910.00 hereby waives and releases its lien and right to claim lien for labor, services or materials furnished to WHARTON-SMITH, INC. n the job of Markham WTP (#01-051) to the following property:

> 1945 Orange Blvd Sanford, FL

DATED: 71103

Company: Diversified Drilling Corp

Address: P.O. Box 290699

Tampa, FL 33687-0699

TATE OF Florida MEY OF Hillsborough

sonally appeared before me, this 11 day of July onally appeared before me, this I day of the says that of Jives: Lied Dr. Jing Out and that he/she hereby acknowledges the execution of the foregoing

for and en special instance and request.

Check # 153070

Æry Publi∉

Stuart C. Anderson Notary Public, State of Florida Commission No. DD017809 My Commission Exp. 04/12/2005

Notary Seal

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a ienor to furnish a waiver or release of lien that is different from the tatutory form.

DATED 6-20-03

# WHARTON-SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELEPHONE (407) 321-8410 FAX NO. (407) 320 -1776

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# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned lienor, in consideration of the sum of \$ 0.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished WHARTON-SMITH, INC on the job of SEMINOLE COUNTY-MARKHAM REGIONAL WATER TREATMENT to the following property:

### 1945 ORANGE BLVD, SANFORD, FLORIDA WHARTON-SMITH, INC. JOB NO. 01-051

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

Company Name: DIXIE METAL PRODUCTS

Address: 442 SW 54 CT

OCALA FL 34474

BY HAMMAN

SIGNATURE/TITLE

Printed Name: James E Wright

STATE OF Florida

COUNTY OF Marien

Personally appeared before me, this ZO day of June

Personally appeared before me, this ZO day of June

Personally appeared before me, this Double of June

Ontrolog

Ontrolog

ANY COMMISSION# DD 186407

EXPIRES: FROM# 20, 2007

BY COMMISSION# DD 186407

EXPIRES: FROM# 20, 2007

NOTARY PUBLIC

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

JUN 3 0 2003

WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*\*4,815.78 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. the job of Markham WTP (#01-051) to the following property:

on the job of Markham WIP (	101-031) 60 6	
	1945 Orang Sanford,	
DATED: 10-2-03	Company: Address:	Ferguson Enterprises dba Ferguson Waterworks 9501 East Hwy 92 Tampa, FL 33610
	, V	Signature/Title KAREN L. SMITH
OCT U	6 2003	CREDIT MANAGER
STATE OF July		(Printed Name)
	_ who is bell owledges the	execution of the foregoing
Notary Public LYNFII CF		Check # 156021

I. TAMELLE

Notary Seal

Notary Public, State of Florida My comm. exp. Sept. 27, 2004 Comm. No. CC 965739

27/67 NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of 5 \*\*8,506.10 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

1945 Orange Blvd Sanford, FL

DATED: 7173

Company: Ferran Services & Contracting

Address: 530 Grand St

Orlando, FL 32805

By: Signature/Title (Printed Name)

STATE OF Florida
COUNTY OF Overlap

Personally appeared before me, this 17 day of Many, 2003 Vaylor who is being duly sworn of oath says that

he/she is <u>Credit Masser</u> of <u>Ferror Services of Forteribution</u> and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.

Notary Public

Check # 152197

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*\*8,072.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

1945 Orange Blvd

Sanford, FL # 2176

DATED: 2/23/4

Company: Ferran Services & Contracting

Address: 530 Grand St

Signature/Title Credit Mar (Printed Name)

STATE OF MONDA COUNTY OF OVERLE

Personally appeared before me, this 23 day of Feb., 2004

who is being duly sworn on oath says that he/she is Credit Marocca of Ferran Services 4 Contrand that he/she hereby acknowledges the execution of the foregoing

instrument for and on special instance and request.

Notary Public

My Commission DD014386

Check # 159943



Notary Seal

FEB 2 5 2004

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1995, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

MAR-02-2004 TUE 10:52 AM

FAX NO.

P. 02/03

12

WHARTON - SMITH, INC.

P.O. BOX 471028

LAKE MONROE, FL 32747

TELE (407) 321-8410 FAX (407) 320-1776

#### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, in consideration of the final payment in the amount of \$ \*69,642.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

1945 Orange Blvd Sanford, FL

DATED: 23/02/04

Company: Freeman Well Drillers Inc

Address: 606 S 6th St

Fernandina Ech. FL 32034

Signature/Title

Carl T. Freeman

(Printed Name)

STATE OF Florida

COUNTY OF Nussay

Personally appeared before me, this \_\_\_\_\_\_ day of March, 2004 \_\_\_\_\_\_ who is being duly sworn on oath says that he/she is \_\_\_\_\_\_ of \_\_\_\_\_\_ and that he/she hereby acknowledges the execution of the foregoing

and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.

Notary Public

OLINDA GAIL LAY

Notary Public, State of Florida

My comm. expires Oct. 13, 2006

No. DD 145350

Check # 161660

Notary Seal

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*\*5,476.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

> 1945 Orange Blvd Sanford, FL

DATED: December 24, 2002

Company: General Caulking & Coatings Co

Address: P.O. Box 65

Goldenrod, FL 32733

George Kanistras, Sec./Tres.

(Printed Name)

Florida STATE OF

COUNTY OF Seminole

Personally appeared before me, this 24th day of December, 2002

George Kanistras who is being duly sworn on oath says that

he/she is Secretary/Treasurer of General Caulking & Coatings Co., Inc.

and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.

Notary Public

JEAN M. GLEASON MY COMMISSION # CC 830776 EXPIRES: July 22, 2003

Check # 146049

DEC 31 2002

Notary Seal

NOTE: This is a statutory form prescribed by Section 713.20, Florida (1996). Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

# WHARTON-SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELEPHONE (407) 321-8410 FAX NO. (407) 320 -1776

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned lienor, in consideration of the sum of \$ 0.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished WHARTON-SMITH, INC on the job of SEMINOLE COUNTY-MARKHAM REGIONAL WATER TREATMENT to the following property:

### 1945 ORANGE BLVD, SANFORD, FLORIDA WHARTON-SMITH, INC. JOB NO. 01-051

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED June 23, 2003

Company Name: HARWOOD BRICK OLLAND
Address: 365 North
Longwood, PC 32750
By Kisa Le bron Accomment
SIGNATURE/TITLE Printed Name: USA (Libro)
STATE OF COUNTY OF SOMEONE COUNTY OF SOMEON
Personally appeared before me, this day of day of who is being duly sworn on oath says that he/she is who is being duly sworn on oath says that he/she is and that he/she of the day of the
who is being daily of the foregoing instrument for and on special instance and request.  hereby acknowledges the execution of the foregoing instrument for and on special instance and request.
NOTARY PUBLIC
1401. man

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).

Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

JUN 2 4 2003



# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

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19444-32

The undersigned lienor, in consideration of the final payment in the amount of \$35.98 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON SMITH INC on the job of SEMINOLE COUNTY (owner), to the following described property:

1945 ORANGE BOULEVARD, SANFORD, FLORIDA, "MARKHAM REGIONAL WTP", PROJECT NUMBER 151, CONTRACT NUMBER FC1168-0-2001/BJC, BOND NUMBER 929211790, SEMINOLE COUNTY, FLORIDA.

JOB (#01-051) CHECK #161321

DATED on FEBRUARY 23, 2004

Signature of Notary Public

Commissioned State of Florida

HUGHES SUPPLY INC ONE HUGHES WAY ORLANDO FL 32805

By: / ,

KATHRYN A STAINES
Lien Release Supervisor

Sworn to and subscribed before me this FEBRUARY 23, 2004

Mandy Veilleux
MY COMMISSION # DD064545 EXPIRES
October 14, 2005

Print, Type or Stamp Name of Notary Public

Personally Known XX OR, Produced Identification

N/A

Type of Identification Produced

N/A

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes 1996.

Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



## WAIVER AND RELEASE OF LIEN **UPON FINAL PAYMENT**

19444-32

The undersigned lienor, in consideration of the final payment in the amount of \$1851.10 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON SMITH INC on the job of SEMINOLE COUNTY (owner), to the following described property:

1945 ORANGE BOULEVARD, SANFORD, FLORIDA, "MARKHAM REGIONAL WTP", PROJECT NUMBER 151, CONTRACT NUMBER FC1168-0-2001/BJC, BOND NUMBER 929211790, SEMINOLE COUNTY, FLORIDA. JOB (#01-051) CHECK #153633

DATED on JULY 28, 2003

HUGHES SUPPLY INC 20 N ORANGE AVE STE 200 ORLANDO FL 32801

KATHRYN A STAINES Lien Release Supervisor

Sworn to and subscribed before me this JULY 28, 2003

Janess	allen	ufan)
Signature of Notary Pu Commissioned State o	blic f Florida	

NAY PURT	Janisse Aleman
	MY COMMISSION # DD184381 EXPIRES February 17, 2007
OF FLOW	BONDED THRU TROY FAIN INSURANCE, INC.

Print, Type or Stamp Name of Notary Public

Personally Known XX OR, Produced Identification

N/A

Type of Identification Produced

N/A

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes 1996. Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

FAX NO. 4073201776

WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*\*3,470.91 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

1945 Orange Blvd Sanford, FL

DATED: SUNG 3 3003

Company: J.B. Matthews Co Address: P.O. Box 608100

Orlando, FL 32860-8100

By: trk-Rose Smuth, Scotters
Signature/Title

Extra Rose Smuth, Scotters

(Printed Nama)

STATE OF \_\_\_\_

COUNTY OF COLONIA

Personally appeared before me, this 23 day of king, 2003 instrument for and on special instance and request.

Alles Nau Viello Notary Public

Kathleen Marie PerilloCheck # 152450 MY COMMISSION # DD145287 EXPIRES AUGUST 26, 2006
BONDELI THRU TROY FAIN INSURANCE INC.

Notary Seal

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

JUL 23 2003

WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747

TELE (407) 321-8410 FAX (407) 320-1776

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*\*5,867.10 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

1945 Orange Blvd Sanford, FL

Company: Mader Southeast Inc Address: 81,50 Presidents Dr

Onlando, FL 32809

STATE OF House
COUNTY OF Orange

Paysonally appeared before me, this May of Silk who is being duly sworn proath says that of 1/1/2

and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request. Check # 153352

Notary Fub/I

Notary Seal

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the

statutory form.

オログスつの1 ググム

96%

P.05

DATED 6/23/03

12

# WHARTON-SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELEPHONE (407) 321-8410 FAX NO. (407) 320 -1776

## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

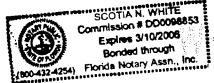
The Undersigned lienor, in consideration of the sum of \$ 0.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished WHARTON-SMITH, INC on the job of SEMINOLE COUNTY-MARKHAM REGIONAL WATER TREATMENT to the following property:

### 1945 ORANGE BLVD, SANFORD, FLORIDA WHARTON-SMITH, INC. JOB NO. 01-051

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).

Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



JUN 2 4 2003

# WHARTON-SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELEPHONE (407) 321-8410 FAX NO. (407) 320 -1776

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned lienor, in consideration of the sum of \$ 0.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished WHARTON-SMITH, INC on the job of SEMINOLE COUNTY-MARKHAM REGIONAL WATER TREATMENT to the following property:

### 1945 ORANGE BLVD, SANFORD, FLORIDA WHARTON-SMITH, INC. JOB NO. 01-051

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED June 20, 2003		
Company Name: PATENT CONSTRUCTION SYSTEMS Address: 6811 E. Fourteenth Avenue		
Tampa, Florida 33619		
Admin. Manager		
SIGNATURE/TITLE Printed Name: William Heiler		
STATE OF Florida COUNTY OF Hillsborough . 2003		
Personally appeared before me, this 20th day of June, 2003  William Heiler who is being duly sworn on oath says that he/she is and that he/she  Admin. Manager of PATENT CONSTRUCTION SYSTEMS and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.		
MARY ANNE SZCZUREK Notary Public, State of Florida My Commission Expires Sept 19, 2004 No. CC 962652  MARY ANNE SZCZUREK Notary Public, State of Florida My Commission Expires Sept 19, 2004 No. CC 962652		

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

JUN 25 2003

# WHARTON-SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELEPHONE (407) 321-8410 FAX NO. (407) 320 -1776

12

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned lienor, in consideration of the sum of \$ 0.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished WHARTON-SMITH, INC on the job of SEMINOLE COUNTY-MARKHAM REGIONAL WATER TREATMENT to the following property:

### 1945 ORANGE BLVD, SANFORD, FLORIDA WHARTON-SMITH, INC. JOB NO. 01-051

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

JUN 2 5 2003

WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*\*9,500.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

1945 Orange Blvd Sanford, FL

DATED: 1110 20,7003

Company: Quality Metals, Inc.

Address: 201 Gordon St

Sanford, FL 32771

STATE OF FLOVIDA COUNTY OF SENINOUE

Personally appeared before me, this 20th day of JUVE, 2003 DAMIE A. BISSEII who is being duly sworn on oath says that OF QUALITY METAS, INC and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request. Check # 152460

Penelope Vlancsin My Commission DD129884 Expires July 26, 2008

Notary Seal

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$\*53,531.60 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

1945 Orange Blvd Sanford, FL Company: Ron Kendall Masonry, Inc. Address: 101 Benoist Farms, Rd. DATED: \_ West Palm Beach, FL 33411 By: Theren Many Via Presidet
Signature/Title Theren Maris
(Printed Name) STATE OF COUNTY OF Personally appeared before me, this 20 day of June, 2003 There Morns who is being duly sworn on oath says that and that he/she hereby acknowledges the execution of the foregoing \_\_\_\_ of \_\_ instrument for and on special instance and request. Check # 152463 Publi Notary Leisha May My Commission CC908087 Notary Seal

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

DATED

# WHARTON-SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELEPHONE (407) 321-8410 FAX NO. (407) 320 -1776

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned lienor, in consideration of the sum of \$ 0.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished WHARTON-SMITH, INC on the job of SEMINOLE COUNTY-MARKHAM REGIONAL WATER TREATMENT to the following property:

### 1945 ORANGE BLVD, SANFORD, FLORIDA WHARTON-SMITH, INC. JOB NO. 01-051

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

Company Name: SHEPLER'S ALLFORMS
Address: 103 East Cloved a Roll North Color of Signature/TITLE

BY Signature/TITLE Callinan

STATE OF Exas

COUNTY OF Taxus

Personally appeared before me, this 2 day of 2003

Newty Callinan who is being duly sworn on oathsays that he/she is 100 m and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.

OLIVIAR. CRUZ

NOTARY PUBLIC

NOTARY PUBLIC

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

JUN 26 2003

### WHARTON-SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELEPHONE (407) 321-8410 FAX NO. (407) 320-1776

## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned lienor, in consideration of the sum of \$ 0.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished WHARTON-SMITH, INC on the job of SEMINOLE COUNTY-MARKHAM REGIONAL WATER TREATMENT to the following property:

### 1945 ORANGE BLVD, SANFORD, FLORIDA WHARTON-SMITH, INC. JOB NO. 01-051

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED YULY 16,2003
Company Name: SUNBELT RENTALS  Address: 314 W. and Street R
Delando El 32824
STATE OF Houde  BY WHO IN TOUR SIGNATURE/TITLE  Printed Name: Tanga (OR more)  OCCORDANDO
COUNTY OF OVERE
Personally appeared before me, this
PATRICIA L. UDDO  NOTARY PUBLIC  My Commission Expires Jan 23, 2007  Commission # DD179522  Bonded By National Notary Assn.
712.20 Planida Statutes (1996)

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is RECEIVED different from the statutory form.

JUL 1 7 2003 RX TIME 07/16 '03 14MHARTON-SMITH

F 12

WHARTON - SMITH, INC.

P.O. BOX 471028

LAKE MONROE, FL 32747

TELE (407) 321-8410 FAX (407) 320-1776

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, in consideration of the firal payment in the amount of \$ \*\*5,949.80 hereby waives and releases its lier and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

DATED: 3/1/04

Company: Sinns & Thomas Electrical Cont Address: P.O. Box 520789/
Longwood, Fl. 32752-0789

By:
Signature/Title

Enc D. Sinns

(Printed Name)

COUNTY OF Seminole

Personally appeared before me, this 1st day of March, 2004

(he) she is President of Sinns: Thomas Electrical Conference and that he) she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.

Shari L. Gorman

Notary Public

Check # 161606

Notary Seal

NOTE: This is a statutory form prescribed by Section "13.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*\*9,624.73 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (\$01-051) to the following property:

1945 Orange Blvd
Sanford, FL

DATED: 1-7-2004

Company: Southeast Mat. Handling Sys.
Address: 1725 Cogswell Street
Rockledge, FI. 32955

By: PRESIDENT
Signature/Title

WILLIAM P ZURICK
(Printed Name)

STATE OF FLORIDA

COUNTY OF RESIDENT

Personally appeared before me, this 7 day of JAN , 2004

William P Zurick who is being duly sworn on oath says that

he/she is PRESIDENT of South EAST MATERIAL HANDLING and that he/she hereby acknowledges the execution of the foregoing

instrument for and on special instance, and request.

Notary Public

Check # 159635

Notary Seal

NOTE: This is a statutory form presembled by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

NO NIO 02/03

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WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$\*\*2,650.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (\$01-051) to the following property:

1945 Orange Blvd Sanford, FL

DATED: June 132003

Company: Stoncor Group, Inc. Address: 1831 W. Oak Parkway

Suite A

Mariterta, GA 30062

Βv

Signature/Title

Caroyn L. Miller SK Sales admin.
(Printed Name)

COUNTY OF Cold

Personally appeared before me, this 13 day of June, 2003

Corolan L. Miller who is being duly sworn on oath says that he/she is 51, Sale administrator of Plaste Division of Stonlar (Top). The and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.

Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires Nov. 20, 2004

Notary Seal

Check # 1.52214

JUN 18 2003

NOTE: This is a statutory form prescribed by Section 713 20 Information Has Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

## WAIVER AND RELEASE OF LIEN UPON FINAL PLYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*23,038.07 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

> 1945 Orange Blvd Sanford, FL

DATED: 7/14/03

Company: Superior Asphalt of Cen. Fla

Address: P.O. Box 1257

Mt. Dora, FL 32756

gnature/Title

Tolved H Howill

rinted Name)

COUNTY OF Lnk.

Personally appeared before me, this 16th day of July , 2003 furpry H Hank who is being duly sworn on gath says that of Superion Asphalt and that he hereby acknowledges the execution of the foregoing for and on special instance and request.

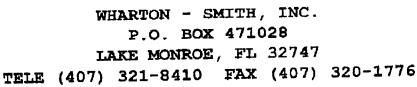
Notary Public

MICHAEL EDWARD WARREN My Comm Exp. 11/22/03 Personally Known [] Other I.D.

Check # 153100

Notary Seal

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*\*\*\*889.35 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

> 1945 Orange Blvd Sanford, FL

DATED: JULY 25,2003	Company: Team Rebar, Inc.
	Address: P.O. Box 5712
KHI:H	Address: P.O. Box 5712 Titusville, FL 32783
ILUL	By: Barbara a. Franter
	#1 / /##1a ##a ##
AUG 14	4 2003 Signature, field Vice FRESIDENT
MUADTON	Printed Name)
AAI IWI I OL	V-) V  (Printed Name)
STATE OF FLORIDA	
COUNTY OF BREVARD	
Personally appeared before me, the BARBARA A. FENSTER who	this $25$ day of JULY , 2003 o is being duly sworn on oath says that
bolobo is VICE PRESIDENT	of TEAM REBAR, INC.
and that he/she hereby acknowled	dges the execution of the foregoing
instrument for and on special in	nstance and request.
helaw Driver	Check # 153573
Notary Public	TAL
OFFICIAL NOTARYS MELANIE G HINKS	SON I
NOTARY PUBLIC STATE OF	FLORIDA

Notary Seal

COMMISSION NO. DD056623 MY COMMISSION EXP. SEPT 11,2005

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

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WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1776

### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$ \*\*\*\*396.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

> 1945 Orange Blvd Sanford, FL

DATED: 6-17-82

Company: TERMITE SERVICES INC. Address: 8503 FOREST CITY RD

ORLANDO, FL 32810-2260

STATE OF

COUNTY OF Change

Personally appeared before me, this 17 day of MIKE IRAVE who is being duly sworn on oath says that of TERMITE SERVICESINC and that he/she hereby acknowledges the execution of the foregoing

instrument for and on special instance and request.

MY COMMISSION # CC 830640 EXPIRES: Jun 25, 2003 1-800-3-NOTARY Fla. Notery Service & Bonding Co. Check # 139300

Notary Seal

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

## RECEIVED

JUN 18 2002

Wharton-Smith

### WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747

TELE (407) 321-8410 FAX (407) 320-1776

### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, consideration the final payment the amount of \$\*\*3,020.81 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

1945 Orange Blvd Sanford, FL

DATED: 7/17/03

Company: Total Installations
Address: P.O. Box 780266

Orlando, FL 32878-0266

Signature/Title/
Trov O Connos

STATE OF Horeda
COUNTY OF Semenale

Personally appeared before me, this day of lety, 2003

May (Max) who is being duly sworn on oath says that he/she is of May of M

Check # 152677

Notary Public

GAIL M. BAILEY
Notary Public, State of Florida

Notary Seal

My comm. exp. June 1, 2006 Comm. No. DD 116547

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

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WHARTON - SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELE (407) 321-8410 FAX (407) 320-1176

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

he Undersigned Lienor, in consideration of the final payment in the amount f \$ \*\*3,000.00 hereby waives and releases its lien and right to claim lien for labor, services or materials furnished to WHALTON-SMITH, INC. on the job of Markham WTP (#01-051) to the following property:

1945 Orange Blvd Sanford, FL

DATED: 2/27/04

Company: Universal Painting Corp.

Address: 2234 Old Tampa Hwy.

Lakeland, FL 33815 nature/Title

W. Ear ( Sm. H.)

inted:

(Printed Name)

Personally appeared before me, this 27 day of february, 2004 W. Earl Smith who is being duly sworn on oath says that of Universal Painting and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request. Check # 161637

Loulaso)

Notary Public Barbara Clause Commission # DD105824

Expires April 30, 2006

Bonded Thru

of file. Atlantic Bonding Co., Inc. NOTE: This is a statutory form prescribed by Section 713.20, Florida Notary Seal Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

1 211 -2

different from the statutory form.

15788- Markham **12** 

### WHARTON-SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELEPHONE (407) 321-8410 FAX NO. (407) 320-1776

### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned lienor, in consideration of the sum of \$ 0.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished WHARTON-SMITH, INC on the job of SEMINOLE COUNTY-MARKHAM REGIONAL WATER TREATMENT to the following property:

### 1945 ORANGE BLVD, SANFORD, FLORIDA WHARTON-SMITH, INC. JOB NO. 01-051

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED <u>V-24-03</u>
Company Name: UNATHONER DISTRIBUTION Address:
THOMASVILE, GA 3/7799-1419
BY /
SIGNAPURE/TITLE Printed Name: Charles Enfinger
COUNTY OF Thomas
ersonally appeared before me, this 24th day of 900, 2003 'Narles Enfinger who is being duly sworn on oath says that he/she is
Collection Mgr of National Waterworks Inc and that he she
ereby acknowledges the execution of the foregoing instrument for and on special instance and request.  Once a WILLIAM OTAR
MOTARY PUBLIC  EXPIRES  GEORGIA AUGUST 13. 2006
OTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).

JUN 27 2003

### WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from Wharton-Smith, Inc. in the sum of \$ 7275.90 payable to Weir Floway, Inc. or Floway Pumps and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of: Markham WTP, (#01-051) to the following property: 1945 Orange Blvd, Sanford, FL

Floway Oder Number: 46635 / Wharton PO #292144 Floway Order Number: 49173/ Wharton PO #201051-019

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job and cancellation charges, except for claims for additional work in the amount of \$ 0.

This release will be effective only to the total dollar amount of payments actually received. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: July 18, 2003

Dalton Griffin Credit Manager Weir Floway, Inc. Floway Pumps P. O. Box 164 Fresno, CA 93707

FAX: 559-442-4296 Telephone: 559-443-6460 E-Mail: daltong@floway.com

State of California
County of Fresno
SUBSCRIBED AND SWORN TO ON VULY 18, 2003

**Notary Public** 

My Commission Expires:

October 19, 2004

DIANA LINGENFELTER
Commission # 1279079
Notary Public - California
Fresno County
My Camm. Expires Oct 29, 2004

JUL 21 2003

12

# WHARTON-SMITH, INC. P.O. BOX 471028 LAKE MONROE, FL 32747 TELEPHONE (407) 321-8410 FAX NO. (407) 320 -1776

### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned lienor, in consideration of the sum of \$ 0.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished WHARTON-SMITH, INC on the job of SEMINOLE COUNTY-MARKHAM REGIONAL WATER TREATMENT to the following property:

## 1945 ORANGE BLVD, SANFORD, FLORIDA WHARTON-SMITH, INC. JOB NO. 01-051

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified. DATED Company Name: WORKERS TEMPORARY STAFFING Address: WORKERS TEMPORARY STAFFING PO BOX 954179 LAKE MARY FL 22795-4179 BY Chere Shank SIGNATURE/TITLE Printed Name: NTO Coordinator STATE OF COUNTY OF Personally appeared before me, this 20 day of who is being duly sworn on oath says that he/she is Inc. and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request. KRISTENDAYE RAMBHAJAN Comm Exp. 9/4/05

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

JUN 2 5 2003

No. DD 054610 [] Personally Known [] Other LD

### WAIVER AND RELEASE OF LIEN **UPON FINAL PAYMENT**

12

The undersigned Lienor, in consideration of the sum of \$\\$105.67 Hereby waives and releases its liens and right to claim a lien for labor or materials furnished to BLUE WATER LANDSCAPE & IRRIGATION, INC. under contract with Wharton - Smith, Inc.:

To the following described property:

Markham Woods Waste

Water Treatment Plant 1945 Orange Blvd. Sanford, FL
Date: 6 23.2003
The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Final Waiver and Release of Lien or Bond on behalf of Lienor.  Lienor's Name: John Deere Landscapes By: Title:  Address: 5410 Place Flag Authority Go 3005  Phone: 770155 2133
State of Florida County of Seminole  Sworn to and subscribed before me this

## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned Lienor, in consideration of the sum it's lien for labor, services or material furnished to B on the job of: MARKHAM WOODS WTP	of \$90.04 hereby waives and releases lue Water Landscape & Irrigation, Inc.,
_	
Dated on:	
Lienors name: SKINNERS NURSERY	
By: Chufffly	
It's Branch Manager	
State of Florida County of <u>Crange</u>	
Personally appeared before me, this 30 day of Charles Felgar, who being disconch Maranger of Sting hereby acknowledges the execution of the foregoing	uly swom on oath says that he/she is er Nurseries and that he/she
and request.	mistrament for and on special mounty
NOT	urie Lin Berry
1401	AUCT TODDIC
(Seal	CARRIE LYN BERRY MY COMMISSION # DD 182132 EXPIRES: February 3, 2007 Bonded Thru Notary Public Underwriters

## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned Lienor, in consideration of the sum of \$6993 hereby waives and releases it's lien for labor, services or material furnished to Blue Water Landscape & Irrigation, Inc., on the job of: MARKHAM WOODS WTP
Dated on:
Lienors name: TOMS SOD
By: Alaneal
It's resident
State of Florida County of <u>Seminole</u>
Personally appeared before me, this day of June, 2003, who being duly sworn on oath says that he she is of low's soci and that he/she
hereby acknowledges the execution of the foregoing instrument for and on special instancy and request.
Hael Hael
NOTARY PUBLIC
(Seal)  Ruth Ann Hall  MY COMMISSION # DD091505 EXPIRES  March 17, 2006



## **Quality Fabrication & Supply**

Quality is more than a name

### WAIVER AND RELEASE OF LIEN

UPON FINAL PAYMENT
The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien right to claim a lien for labor, services or materials furnished to BUENA VISTA FIRE PROTECTION INC on the job of SEMINOLE COUNTY on the following described property:
1945 ORANGE BLVD, SANFORD; MARKHAM REGIONAL WATER TREATMENT PLANT, CONTRACT NO FC-1168-0-2001/BJC, PROJECT NO 151 SEMINOLE COUNTY FLORIDA
Dated this _ 02ND day ofDECEMBER2002.
QUALITY FABRICATION & SUPPLY
BY: DAVID CAPALINO VICE PRESIDENT
State of Florida County of Seminole
Subscribed and sworn before me this O2ND day ofDECEMBER 2002 byDAVID CAPALINO who is personally known to me LUCILE DOYLE Notary Public, State of Florida My comm. exp. May 5, 2006 Gemm. No. DD 112239
NOTE; This is a statutory form prescribed by Section 713.20,

not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



**CORPORATE OFFICE** 

255 Primera Boulevard • Suite 230 • Lake Mary, FL 32746 • (407) 585-3222 • Fax (407) 585-3284

OFFICES IN · Atlanta, GA · Longwood, FL · Pompano Beach, FL

### FINAL WAIVER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, AMERICAN FIRE COMPANY ( ) Supplier or ( ) Subcontractor for and in consideration of the sum of \$ 4585.00 paid to the undersigned, receipt whereof is hereby acknowledged, does hereby waive, release and surrender any and all lien or claim or right to lien for labor or materials or both, up through and including the 5<sup>TH</sup> day of May, 2003 furnished to:

### Buena Vista Fire Protection

for work performed on construction or repair of:

Name of Project: Markham Regional Water Treatment

Project Location: Sanford, FLORIDA

AMERICAN FIRE COMPANY ( ) Supplier or ( ) Subcontractor warrants that all laborors and subcontractors employees by us have been fully paid for work performed on the subject job, and further warrants that all materials furnished by us or parties in privity with us on the subject job have been fully paid for and are the property of:

Name of Owner: Seminole County.

This release is conditioned upon receipt by us of \$ 4585.00 as final payment, receipt of which is hereby acknowledged.

( ) Supplier

IN WITNESS WHEREOF, the said AMERICAN FIRE COMPANY
( ) Supplier or ( ) Subcontractor has hereunto set its hand and seal, by the officer thereunto duly authorized this 5th day of May, 2003.

STATE OF FLORIDA COUNTY OF SEMINOLE the forgoing instrument was acknowledged before me this 5503 by
of American Fire Company, a Florida corporation, on behalf of the corporation. He/ she is
personally known to me or has produced
as identification and did (did not) take an oath.  Notary Public
(Name of Notary typed, printed or stamped)

Wayne Moore

By: Wice President

( ) Subcontractor

SUSANNE JANSONS
MY COMMISSION # DD 037282
EXPIRES: September 28, 2005
Bonded Thru Budget Notary Services

12

### WAIVER AND RELEASE OF LEIN

### FINAL

THE UNDERSIGNED LIENOR, IN CON	SIDERATION OF THE FINAL PAYMENT
	HEREBY WAIVES AND RELEASES ITS
	FOR LABOR, SERVICES OR MATERIAL
FURNISHED TO Com Corp	
FOR THE FOLLOWING DESCRIBED PI	ROPERTY

FUEL OIL

for the improvements of real property identified as MARKHAM REGIONAL WATER TREATMENT PLANT 1945 ORANGE BOULEVARD, CONTRACT NUMBER FC-1168-0-2001/BJC, PROJECT NUMBER 151, SANFORD; SEMINOLE COUNTY FLORIDA 1945 ORANGE BLVD, SANFORD; MARKHAM REGIONAL WATER TREATMENT PLANT, CONTRACT NO FC-1168-0-2001/BJC, PROJECT NO 151

under an order given by CROM CORPORATION.

DATED ON 17 20 02

STATE: FLORIDA COUNTY: ORANGE TAYLOR PETROLEUM CO INC.

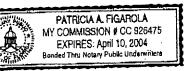
PAMFITZGERALIJI //
GENERAL MANAGER

SWORN TO AND SUBSCRIBED TO BEFORE ME
THIS TO DAY OF Just 2001

CC DAYOF 200

NOTARY PUBLIC Salvue

MY COMMISSION EXPIRES:



RECEIVED

NOV 27 2007

Wharton-Smith



SEP 1 9 2002

### WAIVER AND RELEASE OF LIEN **UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the sum of \$1875.18 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to CROM CORPORATION on the job of SEMINOLE COUNTY to the following described property:

1945 ORANGE BOULEVARD, SANFORD, FLORIDA, "MARKHAM REGIONAL WTP", PROJECT NUMBER 151, CONTRACT NUMBER FC1168-0-2001/BJC, BOND NUMBER 929211790, SEMINOLE COUNTY, FLORIDA.

Description of Labor and/or Materials Furnished: Rented Construction Equipment This waiver and release becomes effective and valid only upon clearance of any tendered check.

> Hertz Equipment Rental Corporation 3817 NorthwestExpressway Oklahoma City, OK 73112

Date: SEPTEMBER 16, 2002

COLLECTION ANALYST

SWORN to and SUBSCRIBED before me by SAMMIE DAVIS who is personally known to me this 16 day of SEPTEMBER, 2002

SEA1.

D. P. CUNNINGHAM Canadian County

Notary Public in and for State of Oklahoma

Commission # 99002085 Expires 2/3/03

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1997, a person may not require a lienor to furnish a waiver or release of lien that is different from statutory form.

Account# 3598345-9516006

SEP 93 2002

### FLORIDA LIEN WAIVER AND RELEASE FORM (Pursuant to F.S. 713.20) WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT



The undersigned lienor, in consideration of the final payment in the amount of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to CROM CORPORATION on the job of , to the following described property:

Said project commonly known as the SEMINOLE WATER TREATMENT PLANT MARKHAM REGIONAL WTP- 02017 project, located at 1945 ORANGE BLVD, Sanford, FL 32771.

Specific contract information, if any, is attached.

Dated 11/06/2002 for Hertz Equipment Rental Corp, 3817 N W Expressway, Oklahoma City, OK 73112

By: Parime Wanis

Sammie Davis, Collection Analyst Telephone: (405) 264-5919 Fax: (405) 290-2241

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID OR YOUR CHECK HAS BEEN RETURNED BY THE BANK. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

State of Oklahoma )	~ <b>1</b> 0
County of CANADIAN )	12
On 11/06/2002 before me, the yndersigned, a Note State, personally appeared fammic hours	ary Public in and for said
[ X ] Personally known to me	
[ ] Proved to me on the basis of satisfactory name(s) is/are subscribed to the attached instruhe/she/they executed the same in his/her/their by his/her/their signature(s) on the instrument upon behalf for which the person(s) acted, execution	ument and acknowledged to me that authorized capacity(ies), and that the person(s), or their entity
D.P. CUNNINGHAM Signature of Lunion	4_
CAPACITY CLAIMED BY SIGNER	
<pre>[ X ] Individual [ ] Subscribing Witness [ ] Corporate Officer(s) [ ] Partner(s) [ ] Guardian [ ] Attorney-In-Fact [ ] Trustee(s) [ ] Other</pre>	D. P. CUNNINGHAM  Canadian County  Notary Public in and for  Slate of Oklahoma  Commission # 99002085 Expires 2/3/03
Titles	
Attention Notary: Although the information prevent fraudulent attachment of this certificat	requested below is OPTIONAL, it could e to unauthorized documents.
Title or Type of Document:Lien Release	
Date of Document:11/06/2002	
Number of Pages:	
Signer(s) Other Than Named Above:	



## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

12

51683-35

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials invoiced to CROM CORPORATION on the job of SEMINOLE COUNTY (owner), to the following described property:

1945 ORANGE BOULEVARD, SANFORD, FLORIDA, "MARKHAM REGIONAL WTP", PROJECT NUMBER 151, CONTRACT NUMBER FC1168-0-2001/BJC, BOND NUMBER 929211790, SEMINOLE COUNTY, FLORIDA.

DATED on JANUARY 21, 2003

Pested 4

FEB - 6 2003

HUGHES SUPPLY INC 20 N ORANGE AVE STE 200 ORLANDO FL 32801

By: UUSTY ( CHRISTY L. DOYLE Lien Release Supervisor

Sworn to and subscribed before me this JANUARY 21, 2003

Grace Harvey

My Commission CC821257

Expires July 19, 2003

Signature of Notary Public
Commissioned State of Florida

Print, Type or Stamp Name of Notary Public

Personally Known XX OR, Produced Identification

N/A

Type of Identification Produced

N/A

**NOTE:** This is a statutory form prescribed by Section 713.20, Florida Statutes 1996. Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

### **EXHIBIT "C"**

### RELEASE OF LIEN FOR LOWER TIER SUBCONTRACTORS OR LOWER TIER SUPPLIERS

NOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED LIENOR, Pursuant to a contract or agreement with DIXIE METAL PRODUCTS, INC. 442 S.W. 54TH COURT, OCALA, FL. 34474
nereinafter called "Subcontractor"), has heretofore supplied labor and/or materials to the following escribed project: MARKHAM REGIONAL WTP
and that for and in consideration of $$4,614.36$ , heretofore paid by or on behalf of Subcontractor, hereby waives and releases its lien and right to claim a lien for labor, services or
material furnished through: 06/23/03
This is a PARTIAL (FINAL) release. (Circle as appropriate.)
IN WITNESS WHEREOF, the Undersigned has caused this Release of Lien to be executed
this <sub>23RD</sub> day of <u>HINF</u> , 200 <sub>3</sub>
Signed, Sealed and Delivered
in the Presence of:
MOULTRIE MANUFACTURING COMPANY (seal)
Becly knew By: Frillaw
GENERAL MANAGER
STATE OF GEORGIA " )
COUNTY OF COLQUITT )
The foregoing instrument was acknowledged before me this 23RD day of
JUNE . 2003 by PETER F. DILLARD
as GENERAL MANAGER ON behalf of MOULTRIE MANUFACTURING CO.
Kuly T Gutter.
NOTARY PUBLIC, STATE OF CHORGIA  Notary Public, Colquitt County, Georgia  My Continue ston Explication From the County of the Co
My Commission Expires April 22, 2005

Form: Legal/Contracts/Rooney Fla/Releases Exhibit "C"/Rel.Ex"C"

JUN 3 0 2003

## EXHIBIT "C" RELEASE OF CLAIMS FOR LOWER TIER SUBCONTRACTORS OR LOWER TIER SUPPLIERS

12

KNOW ALL MEN BY THESE PRESENTS: That the Undersigned, pursuant to a contract or agreement
with DIXIE METAL PRODUCTS, INC. 442 S.W. 54TH COURT, OCALA, FL. 34474
(hereinafter called "Subcontractor") on MARKHAM REGIONAL WTP
(project), for and in consideration of the payment of $$4,614.36$ , paid by or on behalf of Subcontractor, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby
releases, remises and quitclaims unto Subcontractor, WHARTON-SMITH INC. (hereinafter called "Contractor"), their parent companies, affiliates, sureties, and their agents, servants and employees, successors and assigns of and from any and all claims, demands of every kind or character, causes of action, including any claims for extra work, extended or additional job cost and overhead, lost profits, impact costs and the like, including claims and demands arising from any claimed delays, disruptions or changes to the Work (all collectively referred to as "Claims") which the undersigned has or could have as of (date) 06/23/03 against Subcontractor, Contractor or Owner or their parent companies, affiliates, sureties or any other person, firm or corporation that may in any way be liable or responsible for the acts or omissions of Contractor in connection with this project, save and except as noted in Exhibit A which
must be attached hereto. If there is an Exhibit A, place an asterisk ("*") by your signature, otherwise no claims (or Exhibit A) will be deemed to exist.
This is a PARTIAL FINAL release. (Circle as appropriate.)
IN WITNESS WHEREOF, the Undersigned has signed this RELEASE OF CLAIMS on this 23RD day of JUNE, 2003
MOULTRIE MANUFACTURING COMPANY  (seal)  By  Signature
Title GENERAL MANAGER
STATE OF GEORGIA
COUNTY OF COLQUITT
The foregoing instrument was acknowledged before me this 23RDday of JUNE, 2003
by PETER F. DILLARD as GENERAL MANAGER
of MOULTRIE MANUFATURING COMPANY, INC.
on behalf of MOULTRIE MANUFACTURING COMPANY, INC.
NOTARY PUBLIC, STATE OF FLORIDA Page 6 of 6  Form: Legal/Contracts/Rooney Flu/Releases Exhibit "C"/Rel.Ex"C"  Rev Date: 10/01/97  Notary Public, Colquitt County, Generala
My Commission Expires April 22, 2000

JUN 3 0 2003

R

## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

THE UNDERSIGNED LIENOR, in consideration of the final payment in the amount o
\$, hereby waives and
releases its lien and right to claim a lien for labor, services or materials furnished to
FERRAN SERVICES & CONTRACTING, INC. on the job of Wharton-Smith, Inc. and
Seminole County to the following described property:
Markham Water Treatment Plant
1945 Orange Blvd
Sanford, FL 32773
day of the state o
IN WITNESS WHERE OF, I have hereunto set my hand and seal this day of
January, 20 03
WITNESSES:
Condist Statuld (SEAT)
Mader Southeast, Inc.
Adome or Satisface
By: A Dunk W. 2.71/807
STATE OF Florida?
STATE OF Florida }
$\mathcal{O}$
I hereby acknowledge that the statements contained in the foregoing Final Release are true and correct.
Atoms w. atoms
Sworn to and subscribed before me this and day of famulary 2003
My commission expires:
Cindy Bradfield
My Commission DD 168124 Expires December 02, 201-
Netary Public

Note: This is a statutory form prescribed by Section 713.20, Florida Statues (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

# WAIVER AND RELEASE OF LIEN. UPON FINAL PAYMENT

o 1 j	The undersigned lienor, in consideration of the final payment in the amount of \$\frac{10.00}{0.00}, hereby waives and releases its lien and right to claims lien for abor, services or materials furnished to formula Construction Int. on the job of Services Crusty, to the following described property:    The undersigned lienor, in consideration of the final payment in the amount of the formula lien for the services or materials furnished to formula Construction Int.    The undersigned lienor, in consideration of the final payment in the amount of the final payment of the final payment in the amount of the final payment in the final payment in the final payment of the final payment in the final payment in the final payment in the final payment in the final payment of the final payment in the final payment i
	Dated on
	County of Orange  Personally appeared before me, this the day of the Sam Pruet, who being duly sworn on oath says that he/she is Division Manager of Sam Pruet, who being duly sworn on oath says that he/she is Division Manager of Scaffold Builders and that he/she hereby acknowledges that execution of the Brand Scaffold Builders and that he/she hereby acknowledges that execution of the Brand Scaffold Builders and on special instance and request.  Foregoing instrument for and on special instance and request.  Printed Name: Pamela Dawn Lovejoy Notary Public – State of Florida
	This is a statutory form prescribed by section 713.20, Florida Statutes (1996). Effective 10/1/96, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

WAIVER OF LIEN

12

This Instrument Prepared By:

SUNBELT RENTALS INC-RCM 314 W LANDSTREET RD ORLANDO FL 32824 067-S001357

### FINAL WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$10.00 to the undersigned in hand this day paid by FERRAN SERVICES & CONTRACTING INC, on the job of SEMINOLE COUNTY (owner), the receipt of which is hereby acknowledged, the undersigned hereby does waive, release, remise and relinquish any and all right to claim any lien or liens for work done or materials furnished, or any kind of class of lien whatsoever on the following-described property: (legal description of property)

MARKHAM REGIONAL WATER TREATMENT PLANT 1945 ORANGE BOULEVARD, CONTRACT NUMBER FC-1168-0-2001/BJC, PROJECT NUMBER 151, SANFORD; SEMINOLE COUNTY FLORIDA

The undersigned certifies that all labor, services and/or materials described herein have been provided prior to the execution and delivery of this document.

Witness my hand and seal this 18 day of	2003
Wimesses:	_
	SUNBELT RENTALS
	INC-RCM (Name of Lictor)
	(Name of jonor)  By: Mayalinor
Signature	-
	$\mathcal{O}$
Printed Name	
	1
	Lienor's Address: 314 W LANDSTREET RD
Signature	ORLANDO, FL 32824
Printed Name	-
	_
STATE OF FLORIDA, Town	al. Ormuel
STATE OF FLORIDA, SWORN TO AND SUBSCRIBED before me by who is per-	wordly known to the or produced.  We take an oath, this day of
as identification, and who did	75 - tale de orini, para
78	
$\mathcal{A}$	ledely
Signature of Notary	
Drinted Name of Notaty	NCW L VIDEO
A San Line Land Land	blic - State of Florida Man Booms Jon 23, 2007
Commission No.	Mon # DD179522
Juliana Bonded by	Notion Notion Assis

http://www.nacmflorida.org/weborl/wwiz.asp

7/18/2003

P.02

### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

swc# <u>3394</u>

The undersigned lienor, in consideration of the sum of S 10.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ferran - Orlando on the project of:

Marcum- WIP

Dated on July 17, 2003

Stan Weaver & Company 1779-A South Orange Blossom Trail Orlando, FL 32703

Florida State of Orange County of

The foregoing instrument was acknowledged before me this 17 th day of July 2003 by Thomas Edwards who is personally known to me and who did not take an oath.



Notary Signature Karen E. Bittengle Printed Name

Commission Number <u>DD170451 expires 2/17/2006</u>

Note: This is a statutory form prescribed by Section 713.20 Fla, Stat. (1996). The statute does not permit a person to require a lienor to furnish a waver or release of lien that is different from statutory form.

fax.

## FINAL RELEASE OF LIEN

All Interior Supply, Inc. 6969 West 20th Avenue Hialeah, Florida 33014

12

KNOWN ALL MEN BY THESE PRESENTS:
anu
naid by superior ceilings
receipt of which is hereby acknowledged, hereby release and quite claims to the said  and the owner, all liens, lien  SUPERIOR CEILINGS
rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as MARKHAM WOODS WATER TREATMENT PLANT
4.25
SANFORD, FLORIDA CG.C. MADER SOUTHEAST)
on account of labor performed and/or materials furnished for the constitution of any and thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for.
IN WITNESS WHEREOF, I have hereunto set my hand and seal this
17 ta day of
All Interior Supply, Inc. (SEAL)  By EDUARDO PADRON-CONTROLLETZ
STATE OF FLORIDA) )ss COUNTY OF MIAMI-DADE )
I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.
ZU →, 2003
Sworn to and subscribed before me this
My Commission of the Commissio

2 ORIGINALS REQUIRED Mader Project #\_5663

### RECEIVED

MAY 1 4 2003

## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

MADER SOUTHEAST

The undersigned lienor, in consideration of the sum of \$\\_100.00\] hereby waives and releases its lien and right to claim lien for labor, services or materials furnished to <a href="Mader Southeast, Inc.">Mader Southeast, Inc.</a> on the following job of <a href="Markham Water Plant">Markham Water Plant</a> to the following described property:

Markham Water Plant 1945 Orange Blvd. Sanford, Fl. 32771-8693

This waiver and release does not cover any retention or labor, services, or material furnished after the date specified.

DATED on: 5-13-03

Masco Contractor Services Central Inc. D/b/a Gale Insulation 6825 Stapoint Court Winter Park, Fl. 32792

Printed Name: <u>John Feigel</u> It's: <u>District Manager</u>

STATE OF: FLORIDA COUNTY OF: ORANGE

Personally appeared before me, this 13<sup>TH</sup> day of May, 2003. <u>John Feigel</u>, who being duly sworn on oath says that he is the <u>District Manager</u>, of <u>Gale Insulation</u> and that he acknowledges the execution of the foregoing instrument for and on special instance and request.

Theresa Romaine

My Commission DD172489

Expires March 01, 2007

Printed Name: Theresa Romaine
NOTARY PUBLIC STATE OF FLORIDA

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or a release of lien that is different from the statutory form.

MHUEK SUUTHEHST

Jun 24 2003 10:22 P.12

RETURN TO:

Mader Southeast 8150 Presidents Drive Orlando, FL 32809

2 ORIGINALS REQUIRED Mader Project # 5662

### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

	right to claim a lien for labor, services or materials furnished to  INC
the following described propert	у:
	MARKHAM WATER PLANT
	1945 ORANGE BLVD.
	SANFORD, FLORIDA 32771-8693
DATED on 6	124 ,2003
	Lienor's Name: KORRIN BUILDERS SUPPLY, INC.
	Address: 1924 W. Princeton St.
	Orlando, Fr. 32204
	Phone 407-260-6619 Fax 407-649-8600
	By: Many Dobbins
	Printed Name: Many Dolobins
	: Chedit Maragen
CATE OF FLOM DAD	
Personally appeared befor to being duly sworn on earh says that he/she acknowledges the	e we, this 24 day of 6 203, Mary Dolobins start he/she is the Audit Manager of Union Blows, Supply execution of the foregoing instrument for and on special instance and request.
OFFIC JOY NOTARY PU	ALSEAL BREEN Printed Name: De Drewn
COMM.N MYCOMMIS APRIL FERBONALLY K	O. DD201564 NOTARY PUBLIC - STATE OF FLORIDA 9, 2007 NOWN () OTHER LD.

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996 a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

FROM FRE 30:10 AM WHARTON SMITH ATG \_ FAX NO. 4073201776

QUALITY METALS, INC.

P. U2/U3

WHARTON - SMITH, INC. P.O. EOX 471028 LAKE MONFOE, FL 32747 TIE (407) 321-8410 FAX (407) 320-1776

## AND RELEASE OF LIEN UPON FINAL PAYMENT

undersigned Lienor, consideration the final payment the amount \*\*10.00\*\* hereby waives and releases its lien and right to claim an for labor, services or materials furnished to Quality Metals, Inc to the following property:

1945 Orange Blvd Sanford, FL

TIBL: 5/20/03

Company:Bonner Roofing & Sheet Metal Co.

Address: 2502 West First Street

"lorida

Seminole

sensonally appeared before me, this 20th day of June , 2003 F. Ponnel who is being duly sworn on oath says that of Bonner Roofing & Sheet Metal Co. that he/she hereby acknowledges the execution of the foregoing

and on special instance and request.

graty Seal

Public

CONSTANCE P. LIMA Notary Public - State of Florida My Commission Expires Sep 23, 2006

WOME: This is a statutory form prescribed by Section 713.20, Florida Contacted (1996). Effective October 1, 1996, a person may not require a There to furnish a waiver or release of lien that is different from the grandiory form.

## RECEIVED

JUN 2 7 2003

### <u>FINAL</u> WAIVER AND RELEASE OF LIEN

Heatest a

The undersigned lienor, in consideration of the payment in the amount of <u>30.40</u>, hereby waives and releases ALL its lien and the right to claim a lien for labor, services or materials furnished to <u>RON KENDALL MASONRY</u> on the job of <u>SEMINOLE COUNTY</u>, to the following described property:

MARKHAM REGIONAL WTP 1945 ORANGE BLVD SANFORD, FL

Dated on DECEMBER 17, 2002

C. ROGERS
COMMISSION # DD 110785
EXPIRES: April 22, 2006

CROM EQUIPMENT RENTALS, INC. 6801 SW ARCHER ROAD

KERRIE K. NORTH, CREDIT MANAGER

GAINESVILLE, FL 32608

STATE OF FLORIDA

COUNTY OF ALACHUA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
DECEMBER 17, 2002, BY KERRIE K. NORTH, WHO IS PERSONALLY KNOWN TO ME.

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

RECEIVED

JAN 27 2003

Wharton-Smith

### WAIVER AND RELEASE OF LEIN

**FINAL** 

Posted 4
FLU - 6 2003

THE UNDERSIGNED LIENOR, IN COM	NSIDERATION OF THE FINAL PAYMENT
IN THE AMOUNT	HEREBY WAIVES AND RELEASES ITS
LIEN AND RIGHT TO CLAIM A LEIN	HEREBY WAIVES AND RELEASES ITS FOR LABOR, SERVICES OR MATERIAL
FURNISHED TO Ron Kenday Mas	SCALY ON THE JOB OF
FOR THE FOLLOWING DESCRIBED P	ROPÉRTY.
•	

**FUEL OIL** 

for the improvements of real property identified as MARKHAM REGIONAL WATER TREATMENT PLANT 1945 ORANGE BOULEVARD, CONTRACT NUMBER FC-1168-0-2001/BJC, PROJECT NUMBER 151, SANFORD; SEMINOLE COUNTY FLORIDA 1945 ORANGE BLVD, SANFORD; MARKHAM REGIONAL WATER TREATMENT PLANT, CONTRACT NO FC-1168-0-2001/BJC, PROJECT NO 151 under an order given by RON KENDALL MASONRY.

DATED ON January 20 2003

STATE: FLORIDA COUNTY: ORANGE

TAYLOR PETROLEUM CO INC.

TERESA WIRTH
OFFICE MANAGER

SWORN TO AND SUBSCRIBED TO BEFORE ME

THIS 20-DAYOF January 2003

NOTARY PUBLICYOUND

MY COMMISSION EXPIRES:

PATRICIA A. FIGAROLA
MY COMMISSION # CC 926475
EXPIRES: April 10, 2004
accorded Thru Notary Public Underwriters

PECEVED

JAN 27 2003

Whatton-Smin

## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment inn the amount of \$10.00, hereby waives and releases its lien and rights to claim a lien for labor, services or materials invoiced to SINNS & THOMAS ELECTRICAL CONT. on the job of MARKHAM REGIONAL WTP to the following described property:

### 1945 ORANGE BLVD SANFORD, FL

DATED on February 27, 2004

MADDUX SUPPLY COMPANY 3923 S. FORRESTAL AVE ORLANDO, FL 32806

ROBIN R. URBAN
Commission # DD0164834
Expires 11/13/2006

April Ingalls Credit Manager

Sworn to and subscribed before me this February 27, 2004

Signature of Notary Public
Commissioned State of Florida

Personally Known OR, Produced Identification

Type of Identification Produced

| Bonded through | Bon

**NOTE:** This is a statutory form prescribed by Section 713.20, Florida Statutes 1996. Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different form the statutory form.

CONTRASE CONTRACTOR

## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

12

206586-25

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to SINNS & THOMAS ELECTRIC on the job of SEMINOLE COUNTY (owner), to the following described property:

1945 ORANGE BOULEVARD, SÄNFORD, FLORIDA, "MARKHAM REGIONAL WTP", PROJECT NUMBER 151, CONTRACT NUMBER FC1168-0-2001/BJC, BOND NUMBER 929211790, SEMINOLE COUNTY, FLORIDA.

DATED on FEBRUARY 27, 2004

Signature of Notary Public

Commissioned State of Florida

HUGHES SUPPLY INC ONE HUGHES WAY ORLANDO FL 32805

GRACE AHARVEY Lien Release Supervisor

Sworn to and subscribed before me this FEBRUARY 27, 2004

Theresa A. McNealy
MYCOMMISSION # DD268772 EXPIRES
November 19, 2007
SONDEDTHRU TROY FAIN INSURANCE, INC

Print, Type or Stamp Name of Notary Public

Personally Known XX OR, Produced Identification

N/A

Type of Identification Produced

N/A

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes 1996. Effective October 1. 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

01-051



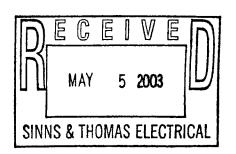
# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT 12

780776

The undersigned lienor, in consideration of the final payment in the amount of \$0.00 hereby waives at lien and right to claim a lien for labor, services or materials invoiced to SINNS & THOMAS ELECTRIC SEMINOLE COUNTY (owner), to the following described property:

1945 ORANGE BOULEVARD, SANFORD, FLORIDA, "MARKHAM REGIONAL WTP", PROJEC' 151, CONTRACT NUMBER FC1168-0-2001/BJC, BOND NUMBER 929211790, SEMINOLE COU. FLORIDA.

DATED on MAY 2, 2003



UNITED RENTALS INC STORE 691 43925 JOHN MOSBY HIGHWAY CHANTILLY VA 20153

Lien Release Superviso

Sworn to and subscribed before me this MAY 2, 2003

This waiver is conditioned upon clearance of check number in the amount of \$0.00 tendered by SINNS ELECTRIC. If collected funds are not received by lienor upon deposit of the check tendered, this Waive null and void.

Signature of Notary Public
Commissioned State of Virginia

Print, Type or Stamp My Comm. Exps. [3].2007.
Name of Notary Public

Personally Known XX OR, Produced Identification N/A

Type of Identification Produced N/A

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes 1996. E. October 1, 1996, a person may not require a lienor to furnish a waiver or relective different from the statutory form.

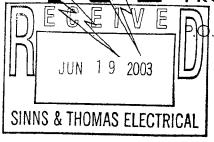
MAY 2 7 2003



(407) 827-6328 FAX (407) 827-6091 (800) 819-2012

M 5 1 9





. BOX 22683 • LAKE BUENA VISTA, FL 32830

### WAIVER AND RELEASE OF LIEN ON FINAL PAYMENT

	The undersigned lienor, in consideration of the final payment in the amount of	
\$	, hereby waives and releases its lien and right to claim a lien for laboration	or, services
and m	naterials furnished to SINNS & THOMAS ELECTRICAL	on the
	ct known as MARICHAM REGIONIAL WIP	
Dated	i: <u>(0/17/03</u>	
Comp	pany Name: Maxwell Lightning Protection of Florida Company	
By:_	I Marill	
Title:	PRESIDENT	
	TE OF FLORIDA NTY OF ORANGE	
The f	foregoing instrument was acknowledged before me this 1774 day of JUNE	2003
bу <u>С</u>	who is personally known to me and who did not take	an oath.
	Notary Signature	
	$\sim 1$	



FAUE 02

### WAIVER AND RELEASE OF LIEN FINAL PAYMENT

01-012

3016584

10878729

The undersigned lienor, in consideration of the final payment in the amount of \$ 10.00 hereby waives and releases its lien and right to claim a lien for labor, services a materials furnished to SUPERIOR ASPHALT CO INC to the following described proper r.

ORANGE BLVD WWTP SANFORD FLORDA SEMINOLE COUNTY

This release is contingent upon receipt of the funds stated herein, and clearance of the funds by ne drawee bank and shall not be effective until such contingency decurs.

Dated on MAY 5, 2003

Lienor's Name RINKER MATERIALS of FLORIDA, INC.

Address 1398 State Road 436 Suit 200

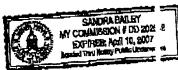
By Cyndi Sighlow SEY

Swom to and subscribed before me this 5TH day of MAY, 2003

My Commission expires:

NOTE: This is a statutory form prescribed by Section 713.20. Florida Statutes (1995). Effective October , 1995, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

CML



RECEIVED
JUL 14 2003

Superior Asphalt of Central Florida, Inc. P. O. Box 1257 Mt. Dora, Florida 32757 (352) 383-2889 12

### FINAL RELEASE OF LIEN

The undersigned lienor, in consideration of the final payment in the amount of \$\frac{10.60}{\text{n}}\$, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **Superior Asphalt of Central Florida**, **Inc.** on the construction or improvements to the following described property:

### Markham Regional Water Treatment Plant

The undersigned further warrants that all laborers, material suppliers, equipment rental and subcontractors employed by the undersigned in connection with the construction or improvements upon the stated project have been fully paid.

Dated	on 41	ely !!,	<u> 20</u> 03	
	<i>(</i> /	0		Lienor APAC-Fl., Southeast
ra• <sup>1</sup> .	1 1. <u>1</u>		4 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	Address 3504 Lake Lynda Dr., Suite 170
, . d	<b>)</b> 4		arp, Iron	Orlando, Fl. 32817
				But Sull
				Title Asst. SEcretary

Sworn and subscribed before me this \_\_\_\_ day of

Notary Public Ough Lucingston
Commission Expires

RECEIVED

JUL 17 2003

WHARTON-SMITH

p. 1

iminum doors inc.

FINAL RELEASE AND WAIVER OF LIEN RIGHTS PROJECT NAME: WTP MARKUM ADDITION

OUR INVOICE RSH 2035

CONTRACTOR/VENDOR: TOTAL INSTALLATION ADDRESS: P.O. BOX 780266, ORLANDO, FL 32875 The undersigned does hereby release all mechanic's lien, stop notice, equitable lien and labor and material bond rights against the above described labor service, etc., purchased, acquired or furnished by us or for us and used or delivered to the above premises. Release is for the benefit of, and may be relied upon by the owner, prime contractor, the construction lender, and the principal and surety on any labor and material bond posted for the project. The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of the employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property, free and hormless from any and all claims or liens through the date indicated herein. JULY 17, 2003. FIRM NAME:

CLINE ALUMINUM DOORS, INC.

STATE OF FLORIDA COUNTY OF MANATEE

Before me, the undersigned authority, personally appeared ROBERT M. CLINE, as Fresident of CLINE ALUMINUM DOORS INC., Who is personally known to me and who did not take an oath. IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17 DAY OF JULY, 2003 70 Challes NOTARY PUBLIC

> NANCY R. WALLACE Notary Public, State of Florida My comm, expires Nov. 15, 2006 Comm. No. DD155332 Bonded Thru RLI Insurance Company

> > **Quality Doors Since 1961**

SURETY COMPA		HITECT		40
TO FINAL PAYMENT AIA DOCUMENT G707		TRACTOR ETY ER		12
PROJECT: (name, address) Markha	m Regional Water Trea	tment Plant (	Construction I	Project
TO (Owner):  [ Seminole (	County Board of County oners	, ]		S PROJECT NO: FOR: Construction
CONTRACTOR: <b>Wh</b> a	arton-Smith, Inc.	]	BOND NO: S	929211790 DATE: <b>December 3rd, 2001</b>
(here insert name and address of	ce Company of Hartfor			
on bond of (here insert name	and address of Contractor)			
Wharton-Smith, Inc. P.O. Box 471028, Lake	Monroe, FL, 32747-102	28		, CONTRACTOR,
the Surety Company of an	y of its obligations to (here in d of County Commission)	nsert name and add	hat final paymer ress of Owner)	at to the Contractor shall not relieve
·				,OWNER,
as set forth in the said Sur	ety Company's bond.			
IN WITNESS WHEREOF the Surety Company has h	; ereunto set its hand this <b>9th</b>	ı day of <b>Marcl</b>	ı, 2004.	
			urety Compar	e Company of Hartford & y as Co-Sureties
Attest: Karty (Seal):	laws —	Katie	of Authorized Residual Licensed Resid	rney-In-Fact &

**OWNER** 

**CONSENT OF** 

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

J W Guignard, Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L.McCarta, Katie N Flowers, Margie L. Morris, Brett A Ragland, Individually

of Longwood, FL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 19th day of March, 2003.







Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

State of Illinois, County of Cook, ss:

On this 19th day of March, 2003, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

> OFFICIAL SEAL **ELIZA PRICE** NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 09/17/06

My Commission Expires September 17, 2006

Notary Public

### CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 2004 day of MARCH

9TH





Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

Mary A. Robikawskis Assistant Secretary

Form F6853

# Western Surety Company

12

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

J W Guignard, Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L.McCarta, Katie N Flowers, Margie L. Morris, Brett A Ragland, Individually

of Longwood, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 19th day of March, 2003.

WESTERN SURETY COMPANY

SEAL STATE

Paul 7. Bruflat, Senior Vice Presiden

State of South Dakota County of Minnehaha

SS

On this 19th day of March, 2003, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2006



D: Krell, Notary Public

#### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9TH day of MARCH 2004



WESTERN SURETY COMPANY

J. Relson, Assistant Secretary

# MATERIAL AND WORKMANSHIP BOND (10% of Final Contract Price)

**12**Bond No. 929299257

### KNOW ALL MEN BY THESE PRESENTS:

THAT WE Wharton-Smith, Inc.	, hereinafter
referred to as "Principal" and Western Surety Company	, hereinafter referred to as
"Surety" are held and firmly bound unto Seminole County, a politic	al subdivision of the State of Florida,
hereinafter referred to as the COUNTY in the sum of ten percent (	
	nt of which we bind ourselves, heirs,
executors, successors and assigns, jointly and severally, firmly by the	nese presents:

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as FC-1168-01/BJC; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated **December 3rd**, 2001, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

(If a Corporation) William C. Robinson, Jr. Western Surety Company Address:

(SEAL)

Its: Corporate Secretary

Surety

Sioux Falls, SD 57117-5077

P.O. Box 5077

Its Attorney-in-Fact Katie N. Flowers & Florida Licensed Resident Agent

Phone No. (312) 822-5000

Fax No. (407) 919-2260

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

## **NOTICE**

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure of notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

## **DISCLOSURE OF PREMIUM**

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

# DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.

Form F7310

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

J W Guignard, Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L.McCarta, Katie N Flowers, Margie L. Morris, Brett A Ragland, Individually

of Longwood, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 19th day of March, 2003.



WESTERN SURETY COMPANY

Paul & Bruflat, Senior Vice President

State of South Dakota County of Minnehaha

S

On this 19th day of March, 2003, before me personally came Paul T. Bruflat, to me known, who, being by me duly swom, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2006



CERTIFICATE

D: Kreil, Notary Public



WESTERN SURETY COMPANY

J. Melson, Assistant Secretary

## **CERTIFICATE OF ENGINEER**

Agreement 1 me:	Markham Regional W 17 Construction	n Project
County Contract No.:	FC-1168-01/BJC	
Project Name:	Markham Regional Water Treatment Plant Construction	
Contractor:	Wharton-Smith, Inc.	
for occupancy by the Couevidence that he has paid	certificate of engineer under the above named Agreement is of the Contract Documents; that the lunty; and that the CONTRACTOR had all labor, materials and other charge of the Contract Documents.	Project is recommended submitted satisfactory
Agreement Date:	December 3, 2001	
Contractor's Notice to Pr	roceed: January 7, 2002	
Days allowed by Agreeme	ent:	425 days
Extensions granted by C.	.O.:	371 days
Scheduled Completion Da	March 8, 2004	
Work began:	<u>January 7, 2002</u>	
Project Substantially Cor	mpleted: February 5, 2004	
Days to Complete:		
Underrun:		5 days
Overrun:		0 days
3/8/04 Date	Engineer	

# **CERTIFICATE OF FINAL COMPLETION**

Agreement Title:	le: Markham Regional WTP Construction Project		
County Contract No.:	FC-1168-01/BJC		
Project Name:	Markham Regional Wat	er Treatment Plant Cons	truction
Contractor:	Wharton-Smith, Inc.		· · · · · · · · · · · · · · · · · · ·
Agreement for: \$7,61	1,821.29	Agreement Date:	12/03/01
This Certificate of Final Completion applies to all work under the Contract Documents.  To:  Post, Buckley, Schuh, & Jernigan, Inc. Engineer			
	nith, Inc. tractor		
	County Environmental Ser County Board of County		
The Work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be finally complete in accordance with Contract Documents on:			
Date of Final Completion	<b>:</b>	March 08, 2004	

This Certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion oblications of the CONTRACTOR under the Contract Documents.

<b>Executed by ENGINEER on</b>	Marcl	1 08, 2004
By:		Buckley, Schuh, & Jernigan, Inc.  Engineer
CONTRACTOR accepts this	s Certificat	te of Final Completion On March 22, 2004
<b>By:</b>	Whart	Contractor
COUNTY accepts this Certif	ficate of Fi	nal Completion On
ATTEST:		BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:	, Chairman
Clerk of the Board of County Commissioners of Seminole County, Florida	Date:	

## **CONTRACTOR'S RELEASE**

COUNTY CONTRACT NO.: FC-1168-0-2001/BJC

AGREEMENT TITLE: MARKHAM REGIONAL WTP	COUNTY CONTRACT NO.: FC-1168-0-2001/BJC
NOTE: This CONTRACTOR'S Release must be submit request for Final Payment and Subcontractor Affidavits.	itted simultaneously with the CONTRACTOR'S
BEFORE ME, the undersigned authority in sa	aid County and State, appeared
George E. Smith who, being	duly sworn and personally known to me,
deposes and says that he is President	of Wharton-Smith, Inc.
a company and/or corporation authorized to do business un	
the CONTRACTOR on MARKHAM REGIONAL WI	rp , located in
Seminole County, Florida, dated the 10 th day of	March , 2004 , that the deponent
is duly authorized to make this affidavit by resolution of	the Board of Directors of said company
and/or corporation; that deponent knows of their own knowled	edge that said Agreement has been complied
with in every particular by said CONTRACTOR and that all r	parts of the Work have been approved by
the COUNTY's Engineer; that there are no bills remaining	unpaid for labor, materials, or otherwise, in
connection with said Agreement and Work, and that there a	re no suits pending against the undersigned
as CONTRACTOR or anyone in connection with the Wor	k done and Materials furnished or otherwise
under said Agreement. Deponent further says that the final	estimate in the amount of \$ 103,146.47
which has been submitted to the COUNTY simultaneoulsy	with the making of this affidavit constitutes
all claims and demands against the COUNTY on account of	said Agreement or otherwise, and that
acceptance of the sum specified in said final estimate in the	amount of \$ 103,146.47
will operate as a full and final release and discharge of the C	COUNTY from any further claims, demands or
compensation by CONTRACTOR under the above Agreen	nent. Deponent further agrees that all guarantees
under this Agreement shall start and be in full force from t	he date of this release as spelled out in the
Contract Documents.	
	Hour Elmith
	George E. Smith President
	Dresident
STATE OF FLORIDA )	Flesidelit
) SS	
COUNTY OF SEMINOLE )	
The foregoing instrument was acknowledged before i	me this 10 th day of March, 2004,
10/6-	irton-Smith, Inc.
who is personally known to me or has produced	A)/A as
identification.	V - 11 .
identification.	_
	$\rho . \rho$ .
	Line Tresa
	Notary Public in and for the County
	and State Aforementioned
	My commission expires:
	LISA PREJEAN
	Notary Public, State of Florida
	My comm. exp. Aug. 18, 2006
	Comm. No. DD 143130

# CERTIFICATE OF FINAL INSPECTION

Agre	ement Title:	Markham Regional WTP Construction Project
Coun	ty Contract No.:	FC-1168-01/BJC
To:	Contractor,	Wharton-Smith, Inc.
	Project Manager	Mr. Bob Hahn
Section the post warrant warra	on 14 of the Gener rovisions of subsections and the age of the subsection of the sub	ne CONTRACTOR on March 5 <sup>th</sup> , 2004, in accordance with al Conditions, and is accepted by the COUNTY, subject to ction 13.11 of the General Conditions, or for a period of greed upon and attached.
CON	TRACTOR	Contractor by  Engineer by
1/1	acts Supervisor	Date: 2 April 2504

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title:	Markham Regional WTP Construction Project
County Contract No.:	FC-1168-01/BJC
Project Name:	Markham Regional Water Treatment Plant Construction
Contractor:	Wharton-Smith, Inc.
Agreement for: \$7,61	1,821.29 (through C.O.6) Agreement Date: 12/03/03
This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:  All portions of the project associated with the installation of the third well on site.	
	ey, Schuh, & Jernigan, Inc.
	nith, Inc. ntractor
representatives of CON	is Certificate applies has been inspected by authorized TRACTOR, and ENGINEER, and that Work is hereby ally complete in accordance with Contract Documents on:
	February 5, 2004  Date of Substantial Completion
A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list SHALL be competed or corrected by CONTRACTOR withinThirty days (30) days of the above date of Substantial	

Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on	February 5, 2004
By:	Post, Buckley, Schuh, & Jernigan, Inc.  Engineer
CONTRACTOR accepts this On February 6, 2004	Certificate of Substantial Completion
ву:	Wharton-Smith, Inc.  Contractor
•	Tect Manager on February 9, 2004.
	Project Manager